(This is NOT an Order)			is no	t a small business s	et-as	siae			1 age	1 01 33	
1. Request No.		te Issued	3. Requisition/Purchas	se Req	uest No.	4. (Cert For Nat D	ef. Under BDS	SA	Ratin	g
DAAE20-00-T-011	1 20	00MAR29	See Sc			F	Reg. 2 and/or D	MS Reg. 1			DOA5
5A. Issued By	_		W52H09				6. Deliver by				
TACOM-ROCK ISLAI AMSTA-CM-CREC	ND		WJZHUJ					See Se	chedule		
ROCK ISLAND IL	61299-7630						7. Delivery				
							V FOR			41	
							X FOB Destination	on	Цυ	ther	
5B. For Information	Call: (Name ar	nd telephone	no.) (No collect calls)								
JUDY BARKLAGE		09) 782-37 -	79								
8. To: Name and Ad							0 Dectination	n (Consignee a	nd odd	rocc in	eluding
o. 10. Name and Ad	iui ess, inciuum	g Zip Coue					Zip Code)	ii (Consignee a	iiiu auu	1 035, 111	cluding
							1 /				
								See So	hedule		
								211 21			
10. Please Furnish	Quotations to	IMPORTA	ANT: This is a request fo	or info	ormation, and auto	tatio	 ns furnished a	re not offers	If you s	are iins	able to quote.
the Issuing Office in			icate on this form and re								
or Before Close of B	Business		osts incurred in the prej								
(Date) 28-APR	-00		re of domestic origin unl uest for Quotation must				ioter. Any inte	erpretations ai	id/or ce	rtificat	ions attached
			-								
			1. Schedule (Include app	oncabi		na 10		T1 1/ D			
Item Number (a)			s/Services (b)		Quantity (c)		Unit (d)	Unit Pr (e)	nce		Amount (f)
(4)			(~)		(6)		(4)	(6)			(1)
		(See S	chedule)								
12. Discount For Pr	ompt Pavment		a. 10 Calendar Days]	b. 20 Calendar Da	VS	c. 30 Cale	endar Days	d.	Calen	ndar Days
			9/0			%		%	Nun	ıber	Percentage
NOTE: 433441	nnovicione1	ronnegor-4-4*	ong	otto -1	hod		1		<u> </u>		<u> </u>
NOTE: Additional 13. Name and Addre	•				nea. Signature of Perso	n Au	thorized to Sig	n	15. Dat	e of Or	uotation
Zip Code)	ess of Quoter (5	treet, City, C	Sounty, State and		Quotation	ıı Au	thorized to sig		15. Dai	t or Q	iotation
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							16. S	igner			
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date

A-1 HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES

JUL/1993

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for approporate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

A-2 52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN

NOV/1995

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
 - b. If you think that this solicitation:
 - 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI AMSTA-CM-CR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3224

Electronic Mail Address: AMSTA-AC-PC@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
 - (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;
 - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued		
	PHN/SHN DAAE20-00-T-0111	MOD/AMD	

Name of	Offeror	or C	Contractor:
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A-3	52.211-4506	INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL	DEC/1997
	TACOM-RT	SPECIFICATIONS AND STANDARDS	

- (a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.
- (b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

FACILITY ACC
_

- (c) An offeror proposing to use an SPI process under this soliciltation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
 - (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN	 PRICE	\$
CLIN	 PRICE	\$
CLIN	PRICE	\$
CLIN	PRICE	\$

(End of clause)

(AS7008)

A-4 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999
TACOM-RI

- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.
- 2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).

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Name of Offeror or Contractor:

3. <u>IMPORTANT</u>: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI (TACOM-RI 52 215-4511)

(End of clause)

(AS7004)

A-5 52.233-4503

TACOM-RI

AMC-LEVEL PROTEST PROGRAM

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed wihin the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue

Alexandria, VA 22333-0001

Voice Number (703) 617-8176

Facsimile number (703) 617-4999/5680

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-6 52.246-4538

CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) $\ 2$

JUN/1998

TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

CONTINUATION SHEET	Reference No. of Document Be	Page 5 of 33	
CONTINUATION SHEET	PHN/SHN DAAE20-00-T-0111	MOD/AMD	
Name of Offeror or Contractor:			

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	Supplies or Services and Prices/Costs				
001AA	PRODUCTION QUANTITY	40	EA	\$	\$
JUUIAA	PRODUCTION QUANTITY	40	LA	٩	Ş
	NSN: 2910-01-254-5181				
	NOUN: PUMP, FUEL, ELECTRICA				
	FSCM: 25140				
	PART NR: 164A246				
	SECURITY CLASS: Unclassified PRON: S60ZA742SB PRON AMD: 01				
	AMS CD: 070011				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 W58HZ10067A591 W22PVJ J 3				
	DEL REL CD QUANTITY DAYS AFTER AWARD 001 40 0120				
	10 0120				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS				
	(W22PVJ) XU GENERAL SUPPLY STORAGE POINT				
	BLUE GRASS ARMY DEPOT				
	2091 KINGSTON HWY				
	RICHMOND KY 40475-5000				

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

	Regulatory Cite		Title	 Date
0-1	52.211-4502	PACKAGING REQUIREMENTS		DEC/1998
	TACOM-RI			

Packaging shall be in accordance with Best Commercial Practices with the following REQUIREMENTS. The MARKING shall be in accordance with Standard Practice for Military Marking (MIL-STD-129).

- 1. Packaging Preservation, packaging, packing and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
- 1.1 Cleanliness Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservative applied to the item for protection are not considered contaminants.
- 1.2 Preservation Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- 1.3 Cushioning Items requiring protection from physical and mechanical damage or which are fragile shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handing and shipment.
- 2. Unit Package
- 2.1 Unit Package A unit package shall be so designed and constructed that it will contain the contents with no damage to them, and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling.
- 2.1 Unit Package Quantity Unless otherwise specified, the unit package quantity shall be one each part, set, or assembly.
- 3. Intermediate Package
- 3.1 The use of intermediate packaging is encouraged particularly when such use enhances handling and inventorying. Intermediate packaging is required to facilitate handling and inventory whenever the quantity is over 1 gross and the size of the unit package is 64 cubic inches or less.
- 4. Packing
- 4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.
- 4.2 Shipping containers The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. It shall be capable of multiple handling and storage under favorable conditions, such as enclosed facilities, for a minimum of one year.
- 5. Marking Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision N, dated 15 May 1997. Bar code requirements apply.

EXCEPTION:

N/A

(End of clause)

(DS6405)

52.247-4521 UNITIZATION/PALLETIZATION TACOM-RT

JUL/1998

CONTIN	TIATION	CITETT
CONTIN	IUATION	SHEEL

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Name of Offeror or Contractor:

Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

() Other, specifically _

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/

or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-4025 TACOM-RI	HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT, - ALTERNATE I	OCT/1997

- (a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control, providing adequate quality controls throughout all areas of contract performance.
- (b) Your quality system may be based on (1) international quality standards such as ISO 9001 or (2) military, or (3) commercial, or (4) national quality standards. NOTE: System such as ISO 9002 or comparable systems are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

()	ISO 9001
()	QS 9000
()	ANSI/ASQ Q9001

NOTE: If you check the "other" block because you intend to use an in-house quality system, or one based on a commercial national or international standard not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "other", you must attach a description of this system to your offer in response to the solicitation, so we can assess its suitability. If you receive a contract award, your proposed quality system will be required by the contract.

- (c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.
- (d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of clause)

(ES7444)

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	Regulatory Cite	Title	Date
F-1	52.247-34	F.O.B. DESTINATION	JAN/1991
F-2	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-3	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	TACOM-RI		

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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Name of Offer	ror or Contractor:		
SECTION H - SE	PECIAL CONTRACT REG	QUIREMENTS	
	Regulatory Cite	Title	Date
н-1	52.246-4500 TACOM-RI	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	MAR/1988
of this contra		ang Report (DD Form 250), required to be prepared and furnished to rial Inspection and Receiving Report', will be distributed by the Part 4 .	
Send copies to	:		
1. Purchasing	g Office		
		omotive and Armaments Command, Rock Island M-CREC/Judy Barklage IL 61299-7630	
2. FMS/MAP cor	oies:		
N/A			
		(End of clause)	
(HS6502)			
referred to as	s information techn	YEAR 2000 (Y2K) COMPLIANCE ract calls for the delivery of any data processing hardware, sof nology), such deliverables shall be required to perform accurate, 1999. The information technology shall by Year 2000 compliant	date/time processing involving
b. Definition limited to, caryears 1999 and	n. Year 2000 compi alculating, compara d 2000 and leap year	liant means information technology that accurately processes dating, and sequencing) from, into and between the twentieth and twar calculations. Furthermore, year 2000 compliant information to the technology properly exchanges date/time data with it.	e/time data (including, but not renty-first centuries, and the
		(End of clause)	
(HS7506)			
н-3	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
The bidder/off section.	eror is to fill in	n the 'Shipped From' address, if different from 'Place of Perfor	mance' indicated elsewhere in this
Shir	pped From:		
		<u></u>	

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Name of Offeror or Contractor:

Does Shipping Point have a private railroad siding? YES NO
If YES, give name of rail carrier serving it:
If NO, give name and address of nearest rail freight station and carrier serving it
Rail Freight Station Name and Address:
Serving Carrier:
(End of Clause)
(HS7600)

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	Regulatory Cite	Title	Date
I-1	52.211-5	MATERIAL REQUIREMENTS	OCT/1997
I-2	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-3	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAY/1999
I-4	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-5	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-6	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-7	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-8	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
I-9	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-10	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-11	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-12	252.225-7009 DFARS	DUTY-FREE ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
I-13	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-14	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-15	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-16	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-17	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	FEB/2000

- (a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.222-3, Convict Labor (E.O. 11755); and
 - (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).
 - (3) 52.233-3, Protest after Award (31 U.S.C. 3553).
- (b) The Contractor agrees to comply with the FAR and FIRMR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- \underline{X} (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
 - ____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- ____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).

The specific GSA DPA case number is -2-).

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Name of Offeror or Contractor:

Amendmen	(4) (i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and ts Act of 1994).
	(ii.) Alternate I to 52.219-5.
	(iii.) Alternate II to 52.219-5.
	<u>X</u> (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));
	(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
	(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
103-355,	(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
	(ii) Alternate I of 52.219-23
103-355,	(9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. section 7102, and 10 U.S.C.2323).
section '	(10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, 7102, and 10 U.S.C.2323).
	(11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).
	<u>X</u> (12) 52.222-26, Equal Opportunity (E.O. 11246).
	_X(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
	X (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
	X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).
	(16) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).
Program	(17) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).
	(ii.) Alternate I of 52.225-3.
	(iii.) Alternate II of 52.225-3.
	(18) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)
	(19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
	(20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
	(21)Reserved.
	(22) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).
	(23) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).
	(24) 52.232-36, Payment by Third Party (31 U.S.C.3332).
	(25) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (46 U.S.C. 1241).
	(26) 201-39.5202-3, Procurement Authority (FIRMR).
	(This acquisition is being conducted under -1- delegation of GSA's exclusive procurement authority for FIP resources.

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the

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Name of Offeror or Contractor:

Contractin	g Officer	has	indicat	ed as	being	inco	orporated	into	this	contract	by	reference	to	implement	provisions	of	law	or
executive	orders ap	plica	able to	acqui	sitions	of	commercia	al it	ems o	compone	nts	:						

- ____(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- ____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____(3) 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____(4) 52.222-44, Fair Labor Standards and Service Contract Act Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- (d) <u>Comptroller General Examination of Record.</u> The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-
 - (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a)); and
 - (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

(IF6260)

I-18 52.217-6

EVALUATED OPTION FOR INCREASED QUANTITY

MAR/1990

- a. This solicitation includes an evaluated option (See Section M).
- b. The Government reserves the right to increase the quantity of item(s) 0001AA by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.
- c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001AA shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation will be applied to the option quantity for evaluation purposes.

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d.	The Contra	acting	Officer	may	exercise	the	evaluated	option	at	any	tıme	preceding	45	days	before	last	delivery	by	giving
written	notice to	the Co	ontractor	r.															

- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
 - f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
 - q. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option (F.O.B. Destination)

\$_____ CLIN 000AA

SHIP TO ADDRESS:

XU GENERAL SUPPLY STORATE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND, KY 40475-5000

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-19 252.212-7001

DFARS

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL

MAR/2000

ITEMS

- (a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.
- (b) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000	Provision of	Information	to	Cooperative	Agreement	Holders	(10	U.S.C.	2416)
--------------	--------------	-------------	----	-------------	-----------	---------	-----	--------	-------

_____252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

_____252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

- _____252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- ____252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
 - ____252.225-7012 Preference for Certain Domestic Commodities.
 - _____252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).
 - ____252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
 - _____252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
 - ____252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)

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252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
252.225-7036 Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payments Program (Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).
252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)
252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).
(c) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
252.225-7014, Preference for Domestic Speciality Metals, Alternate I (10 U.S.C. 2241 note).
(End of clause)
(IA6720)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

(IF7003)

I-21 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

OCT/1997

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

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SECTION J - LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Attachment 001	DOCUMENT SUMMARY LIST		003	
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)		002	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at http://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of			Number
<u>Addenda</u>	<u>Title</u>	<u>Date</u>	of Pages
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	010CT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses: http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars If the provision requires additional or unique information, then that information is provided immediately after the provision title. (KA7001) Regulatory Cite Date K-1DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUN/1999 K-252.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS NOV/1999 (a)(1) The standard industrial classification (SIC) code for this acquisition is 3621. (2) The small business size standard is 1000. (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees. (b) Representations. (1) The offeror represents as part of its offer that it____is,__ is not a small business concern. (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it____is,___is not a small disadvantaged business concern as defined in 13 CFR 124.1002. (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it_____is,____is not a women-owned small business concern. (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that -(i) it ___is _is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and (ii) it a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint ____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation. (5) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]: Black American. Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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Name of	Offeror	or C	ontractor:
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Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kirbati, Tuvalu, or Naura).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(c) Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern-

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6011)

K-3 52.207-4

ECONOMIC PURCHASE QUANTITY - SUPPLIES

AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

PRICE

ITEM

QUANTITY

QUOTATION

TOTAL

CONTRACTOR		Reference No. of Document Bei	ng Continued	Page 21 of 33
CONTINUATION SH	EET	PIIN/SIIN DAAE20-00-T-0111	MOD/AMD	
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to assist the Government in developing to amend or cancel the solice	oping a da citation a	s provision is being solicited to avoid ata base for future acquisitions of the and resolicit with respect to any indiv a different quantities should be acquir	se items. However, the idual item in the even	Government reserves the
		(End of Provision)		
(KF7003)				
		REPRESENTATIONS AND CERTIFICATIONS - CO	MMERCIAL ITEMS -	FEB/2000
		ision: Emerging Small Business means a dard for the standard industrial classi		
	t is biddi	n, including its affiliates, that is in ing on Government contracts, and qualif		
Women-owned small business co	oncern mea	ans a small business concern -		
(1) Which is at least 5 percent of the stock of which is		owned by one or more women or, in the one or more women; and	case of any publicly o	wned business, at least 5
(2) Whose management and	d daily bu	usiness operations are controlled by on	e or more women.	
	51 percer	concern which is at least 51 percent own t of it's stock of which is owned by o or more women.	-	_
		IN) (26 U.S.C. 6109, 31 u.s.c. 7701).(N ractor registration database to be elig		offeror is required to
	1 U.S.C. 7	rmation required in paragraphs (b)(3) t 7701(c) and 3325(d), reporting requiremernal Revenue Service (IRS).		
relationship with the Government	(31 U.S.C.	nment to collect and report on any deli . 7701(c)(3). If the resulting contrac IN provided hereunder may be matched wi	t is subject to the pa	yment reporting
(3) Taxpayer Identification	Number (7	rin).		
effectively confice or place	quired bed is a nonr onnected w ce of busi		ss in the United State United States;	

(4) Type of Organization.

____Sole proprietorship ____Partnership

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N	ame	of	Offeror	or C	Contractor:

Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other

(5) Common Parent.

Offeror is not owned or controlled by a common parent. Name and TIN of common parent:

Name

TIN

- (c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.
 - (1) Small business concern. The offeror represents, for general statistical purposes, that it is,

is not

a small business concern.

(2) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision). The offeror represents, for general statistical purposes, that it

is

is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it

is

is not

a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it

is

is not

a women-owned business concern.

- (5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- (6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)
- (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it

is

is not

an emerging small business.

- (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents and certifies as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

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Name of Offeror or Contractor:

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts) (Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(7) (Complete only if the solicitation contains the clauses at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small disadvantaged Business Participation Program - Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.).

```
(i) General. The offeror represents that either -
(A) It
____is
___is not
```

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It
__has
__has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that compiles with the requirements in 13 CFR 124.1002(f) and that the representation in paragraphs (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:
________.]

(iii) Address. The offeror represents that its address

___is is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at

http://www.arnet.gov/References/sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation.

"Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(8)	(Complete :	ii the offeror	r nas represei	ited itsell as	s disadvantaged	ın paragrapn	(c)(2) or	(C)(/) C	i this	provision.)
[The offeror	shall check	the category	in which its	ownership fal	lls]:					
Bla	ck American									

 _Hispani	ic America	ın							
_Native	American	(American	Indians,	Eskimos,	Aleuts,	or	native	Hawaiians)	

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Name of Offeror or Contractor:

Asian-Pacific American _persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan,	
China, Taiwan, Laos, Cambodia)Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Repu	blic
or Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands	,
Guam, Samoa, Macao, hong kong, Fiji, Tonga, Kirbati, Tuvalu, or Nauru).	

_____Subcontinent Asian (Asian-Indian) American)persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____Individual/concern, other than one of the preceding.

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that -

(i) it

___is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it ___is

___is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:

_______.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (d) Representations required to implement provisions of Executive Order 11246-
 - (1) Previous Contracts and Compliance. The offeror represents that-
 - (i) It

has,

has not,

participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 114; and

(ii) It

has,

has not,

filed all required compliance reports.

- (2) Affirmative Action Compliance. The Offeror represents that-
 - (i) It

has developed and has on file,

has not developed and does not have on file,

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It

has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(2) Foreign End Products:

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

- (f) Buy American Act Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Balance of Payments Program Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act Balance of Payments Program Supplies" and that the offeror has consider components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
- Line Item No._____
 Country of Origin_____
 (List as necessary)
 - (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g)(1) Buy american Act North American Free Trade Agreement Israeli Trade Act Balance of Payments Program

 Certificate. (Applies only if the clause at FAR 52.225-3 , Buy American Act North American Free Trade Agreement Israeli

 Trade Act Balance of Payments Program, is included in this solicitation.)
- (i) The offer certifies that each end product, except those listed in paragraph (G)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitations entitled "Buy American Act North American Free Trade Agreement Israeli Trade Act Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
- (ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act North American Free Trade Agreement Israeli Trade Act Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.:_______

Country of Origin:______

(List as necessary)

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:_______

Country of Origin:______

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (2) Buy American Act North American Free Trade Agreements Israeli Trade Act Balance of Payments Program Certificate, alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act North American Free Trade Agreement Israeli Trade Act Balance of Payments Program":

Canadian End Products

Line Item No.:____

(List as necessary)

(3) Buy american Act - North American Free Trade Agreements - Israeli Trade Act - Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) of paragraph (g)(1)(ii) of the basic provision:

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Name of Offeror or Contractor:

(g)(l)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act
Balance of Payments Program":
Canadian or Israeli End Products
Line Item No.:
Country of Origin:
(List as necessary)
(A) must be a considerate (builting and if the slaves of Map CO COS C must be included in this
(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.Smade, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
(ii) The offeror shall list as other end products those end products that are not U.Smade, designated country Caribbean Basin country, or NAFTA country end products.
Other End Products
Line Item No.:
Country of Origin:
(List as necessary)
(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.Smade, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.Smade, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that -
(1) The offeror and/or any of its principals
are,
are not
presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
(2) Have,
Have not,
within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
are,
are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
(End of provision)
(KF7059)

K-5

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

Reference No. of Document Being Continued

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7.4	O	\mathbf{r}	/ A	T. /	\mathbf{r}

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Name of Offeror	or Contractor:
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(a) It () has, () has not solicitation;	participated in a previous co	ntract or subcontract subject t	to the Equal Opportunity clause of this
(b) It () has, () has not,	filed all required complianc	e reports; and	
(c) Representations indicating subcontract awards.	submission of required compl	iance reports, signed by subcon	ntractors, will be obtained before
	(End of Provision	n)	
(KF7057)			
K-6 52.222-25	AFFIRMATIVE ACTION COMPLIAN	CE	APR/1984
and 60-2), or (b) it	ile, not have on file, ive action programs required		E the Secretary of Labor (41 CFR 60-1 equirement of the rules and regulations
	(End of Provis	ion)	
(KF7020)			
C-7 252.225-7000 DFARS (a) Definitions.	BUY AMERICAN ACT - BALANCE	OF PAYMENTS PROGRAM CERTIFICATE	SEP/1999
		''qualifying country end produc d Balance of Payments Program c	ct,'' and ''nonqualifying country end clause of this solicitation.
(b) Evaluation. Offers wil		erence to domestic end products	s and qualifying country end products
(c) Certifications.			
(1) The Offeror certi	fies that		
(i) Each end product,	except those listed in parag	raphs (c)(2) or (3) of this pro	ovision, is a domestic end product; and
(ii) Components of unk or a qualifying country.	nown origin are considered to	have been mined, produced, or	manufactured outside the United States
(2) The Offeror certi	fies that the following end p	roducts are qualifying country	end products:
	QUALIFYING COUNTRY	END PRODUCTS	
Lir	ne Item Number	Country of Origin	

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Name of Offeror or Contractor:

(List only qualifying country end products.)

	(
(3) The Offeror certifies	that the following end p	products are nonqualifying country end products:
	NONQUALIFYING COUNTRY E	END PRODUCTS
Line Item Number		Country of Origin (If known)
	(End of Provisi	ion)

KA7702

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

	Regulatory Cite	Title	Date
L-1	52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS	MAR/2000
L-2	52.233-2	SERVICE OF PROTEST	OCT/1995

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN:

 AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)
- (b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.
 - (c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

(End of Provision)

(LF6254)

L-3 52.212-1 DELETED 22 NOV 99 AND REPLACED BY LF0010, INSTRUCTIONS TO OFFERORS - JUN/1999 COMMERCIAL ITEMS

- (a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) <u>Submission of offers.</u> Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
 - (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;

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Name of Offeror or Contractor:

- (7) ''Remit to'' address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) <u>Period for acceptance of offers</u>. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) <u>Product samples.</u> When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) <u>Multiple offers</u>. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) <u>Late offers</u>. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) <u>Multiple awards</u>. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978. (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215)697-1462.
 - (i) Automatic distribution may be obtained on a subscription basis.
 - (ii) Order forms, pricing information, and customer support information may be obtained -
 - (A) By telephone at (215) 697-2667/2179; or
 - (B) Through the DODSSP Internet site at http://www.d0dssp.daps.mil.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.
- (j) <u>Data Universal Numbering System (DUNS) Number.</u> (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one

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Name of Offeror or Contractor:

at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at http://www.customerservice@dnb.com. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

(LF7027)

L-4 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS

APR/1984

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of Provision)

(LF7015)

L-5 52.215-4510 TACOM-RI ELECTRONIC BIDS/OFFERS

AUG/1999

- 1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.
 - 2. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

http://aaisbids.ria.army.mil and click on the icon for additional information.

- 3. Assuming that your bid/proposal/quote was transmitted successfully, you will receive the following message:
- "A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.

<http://aais.ria.army.mil/aais/Padds_web/index.html>."

If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

(End of Provision)

(LS7011)

-6 52.215-451

TACOM-RI

ELECTRONIC AWARD NOTICE

APR/1999

- a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.
- b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the

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Name of Offeror or Contractor:

vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's	Electronic	Mail	Address:			
				(End	of	provision)

(LS7012)

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SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

 Regulatory Cite
 Title
 Date

 M-1
 52.217-5
 EVALUATION OF OPTIONS
 JUL/1990

- a. The Government will evaluate offers for award purposes by adding the total price for the evaluated option to the total price for the basic requirement. All evaluation factors identified in the solicitation, except F.O.B. origin transportion costs, will be applied to the option quantity for evaluation purposes. Evaluation of options will not obligate the Government to exercise the option(s).
- b. If varying prices, depending on the quantities actually ordered and the dates when ordered, are submitted for the evaluated option, the Government will evaluate the total evaluated option quantity by using the highest option price offered.
 - c. If an offeror takes exception to the evaluated option, the Government may reject that offer as nonresponsive/unacceptable.

(End of Provision)

(MF7009)

M-2 52.215-4507 EVALUATION OF OFFERS

MAR/1988

TACOM-RI

An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)